

**AGREEMENT**  
**BETWEEN**  
**DEPARTMENT OF TRANSPORTATION**  
**STATE OF GEORGIA**  
**AND**  
**LUMPKIN COUNTY**

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015,  
by and between the DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia,  
hereinafter called the **DEPARTMENT**, and LUMPKIN COUNTY, GEORGIA acting by and through  
its Board of Commissioners, hereinafter called the **COUNTY**.

WHEREAS, the COUNTY has represented to the DEPARTMENT a desire to obtain  
roundabout lighting as part of the SR 52 @ SR 115/CR 41/Copper Mines Road project, said lighting  
to be installed under P.I. No. 0009948, Lumpkin County;

WHEREAS, the COUNTY has represented to the DEPARTMENT a desire to participate in:  
1) Providing the Energy and 2) the Operation and Maintenance of said lighting system at the aforesaid  
location, and the DEPARTMENT has relied upon such representation; and

WHEREAS, the DEPARTMENT has indicated a willingness to fund the materials and installation for the said lighting system at the aforesaid location, with funds of the DEPARTMENT, funds apportioned to the DEPARTMENT by the Federal Highway Administration under Title 23, United States Code, Section 104, or a combination of funds from any of the above sources.

NOW, THEREFORE, in consideration of the mutual promises made and of the benefits to flow from one to the other, the DEPARTMENT and the COUNTY hereby agree each with the other as follows:

1. The DEPARTMENT or its assigns shall cause the installation of all materials and equipment necessary for roundabout lighting as part of the SR 52 @ SR 115/CR 41/Copper Mines Road project, said lighting to be installed under P.I. No. 0009948, Lumpkin County as shown on Attachment "A" attached hereto and made a part hereof.

2. Upon completion of installation of said lighting system, and acceptance by the DEPARTMENT, the COUNTY shall assume full responsibility for the operation, the repair and the maintenance of the entire lighting system, including but not limited to repairs of any damages, replacement of lamps, ballasts, luminaires, lighting structures, associated equipment, conduit, wiring and service equipment, and the requirements of the Georgia Utility Facility Protection Act. The COUNTY further agrees to provide and pay for all the energy required for the operation of said lighting system.

3. The DEPARTMENT shall retain ownership of all materials and various components of the entire lighting system. The COUNTY, in its operation and maintenance of the lighting system, shall not in any way alter the type or location of any of the various components which make up the entire lighting system without prior written approval from the DEPARTMENT.

4. This Agreement is considered as continuing for a period of fifty (50) years from the date of execution of this Agreement. The DEPARTMENT reserves the right to terminate this Agreement, at any time for just cause, upon thirty (30) days written notice to the COUNTY.

5. It is understood by the COUNTY that the DEPARTMENT has relied upon the COUNTY'S representation of providing for the energy, maintenance, and operation of the lighting represented by this Agreement; therefore, if the COUNTY elects to de-energize or fails to properly maintain or to repair the lighting system during the term of this Agreement, the COUNTY shall reimburse the DEPARTMENT the materials cost for the lighting system. If the COUNTY elects to de-energize or fails to properly maintain any individual unit within the lighting system, the COUNTY shall reimburse the DEPARTMENT for the material cost for the individual unit which will include all costs for the pole, luminaires, foundations, and associated wiring. The DEPARTMENT will provide the COUNTY with a statement of material costs upon completion of the installation.

The covenants herein contained shall, except as otherwise provided accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement the day and year first above written.

RECOMMENDED:

LUMPKIN COUNTY

BY:

\_\_\_\_\_  
Chairman, Board of Commissioners

(SEAL)

DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
WITNESS

BY \_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Notary Public

(SEAL)

This Agreement  
approved by the Board of  
Commissioners at a meeting held at

\_\_\_\_\_  
this \_\_\_\_\_ day of \_\_\_\_\_,

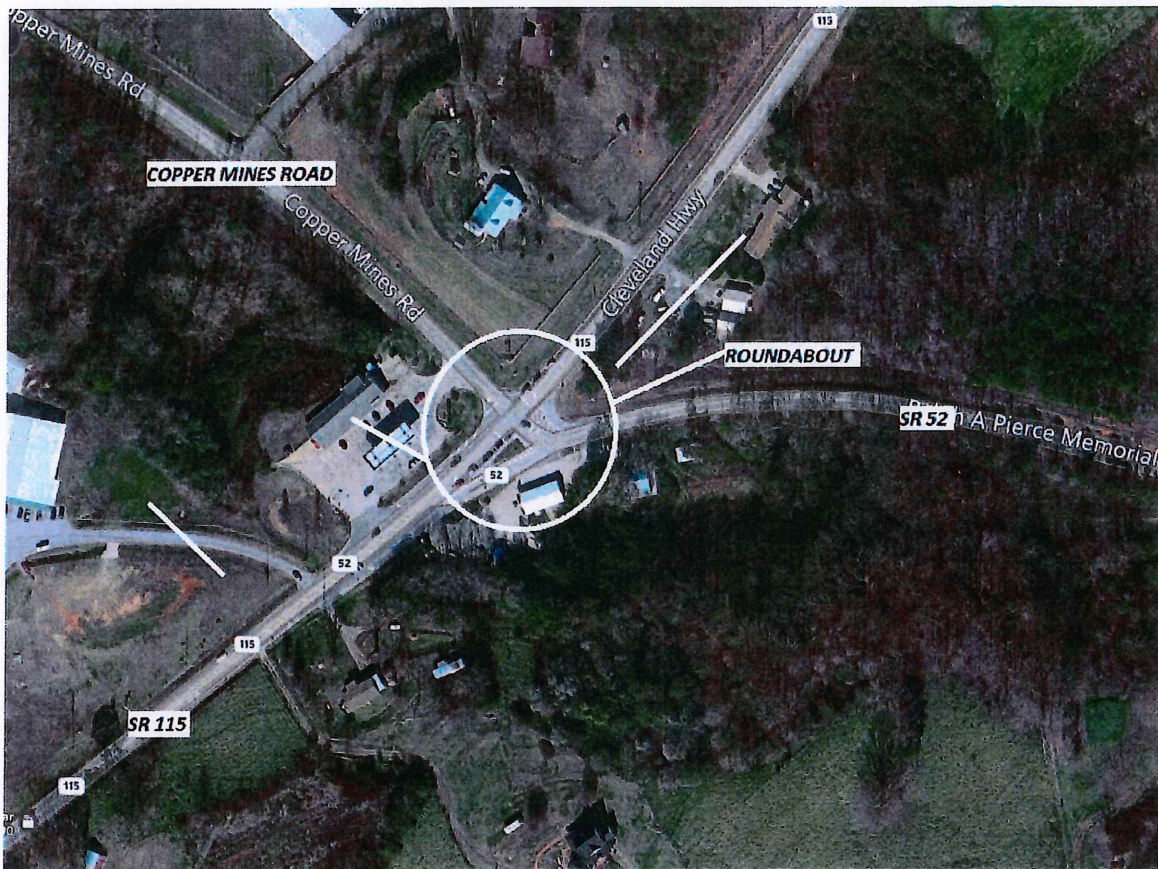
ATTEST:

2015.

\_\_\_\_\_  
Treasurer

\_\_\_\_\_  
Commission Clerk

## Attachment "A"



### Project Location Map

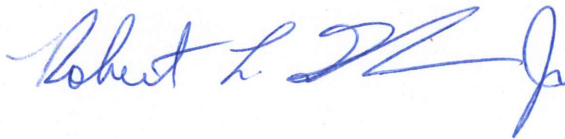
**SR 52 @ SR 115/CR 41/Copper Mines Road - Lumpkin County  
P.I. No. 0009948**

**Robert L. Graham, Jr.**

*Office of Design Policy & Support*

*If you have any questions, please contact me anytime.*

*Thanks,*

A handwritten signature in blue ink, appearing to read "Robert L. Graham, Jr.", with a stylized flourish at the end.

Senior Design Engineer – Roadway Lighting  
Georgia Department of Transportation  
Office of Design Policy & Support, 26th Floor  
One Georgia Center  
600 West Peachtree Street, NW  
Atlanta, Georgia 30308  
(404) 631-1684 - office  
e-mail: [rgraham@got.ga.gov](mailto:rgraham@got.ga.gov)

**Have you remembered to:**

- 1) Return all five (5) affidavits to the above address?**
- 2) Enclose a completed Security Immigration Affidavit?**
- 3) Enclose a Resolution?**
- 4) Leave the date on p.1 of the agreements blank?**
- 5) Sign/seal only on the right ½ of p.4 ? (see attached SAMPLE)**





## GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

<b>Contractor's Name:</b>	Lumpkin County
<b>Solicitation/Contract No./ Call No. or Project Description:</b>	0009948-0-0

### CONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, entity or corporation which is engaged in the physical performance of services on behalf of the Georgia Department of Transportation has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
Federal Work Authorization User Identification Number  
(EEV/E-Verify Company Identification Number)

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Contractor

**I hereby declare under penalty of perjury that the foregoing is true and correct**

\_\_\_\_\_  
Printed Name (of Authorized Officer or Agent of Contractor)

\_\_\_\_\_  
Title (of Authorized Officer or Agent of Contractor)

\_\_\_\_\_  
Signature (of Authorized Officer or Agent)

\_\_\_\_\_  
Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public

[NOTARY SEAL]

My Commission Expires: \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement the day  
and year first above written.

RECOMMENDED:

STATE  
DOT

COUNTY

LUMPKIN COUNTY

BY:

Chairman, Board of Commissioners

(SEAL)

DEPARTMENT OF TRANSPORTATION

BY DO NOT SIGN  
Commissioner

(SEAL)

WITNESS

Notary Public

This Agreement approved by the  
Board of Commissioners at a meeting  
held at

this \_\_\_\_\_ day of \_\_\_\_\_,

2015.

ATTEST:

DO NOT SIGN  
Treasurer

Commission Clerk